

AMENDMENT TO OIL AND GAS LEASE

(Gee/Aspect 154.031 Acre Lease)

STATE OF TEXAS

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§ KNOW ALL MEN BY THESE PRESENTS THAT:

COUNTY OF TARRANT

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- (A) Reference is here made for all purposes to that certain Oil and Gas Lease (hereinafter referred to as the "Lease") dated November 6, 2007, recorded as Instrument # D207425540 in the Official Records of Tarrant County, Texas, from the undersigned, JAMES STEPHEN GEE and wife, STACY LYNN GEE (referred to therein and herein collectively as "Lessor"), to Aspect Abundant Shale LP (hereinafter referred to as "Aspect"), as Lessee, covering 154.031 acres of land, more or less, out of the Henry Robertson Survey, A-1798, Tarrant County, Texas, more particularly described therein, which land is referred to in the Lease and herein as the "Land" or as the "Lands";
- (B) By Assignment and Bill of Sale dated September 4, 2008, recorded as Instrument # D208346713 in the Records of Tarrant County, Texas, Aspect assigned to the undersigned, WILLIAMS PRODUCTION – GULF COAST COMPANY, L.P., a Delaware Limited Partnership (hereinafter referred to as "Williams"), all of the interests of the Lessee created under the terms and provisions of the Lease, together with other leases not making the subject of this instrument; and
- (C) Lessor and Williams desire to amend the Lease, to the extent and in the manner hereinafter set forth:

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Williams do hereby ALTER, CORRECT, MODIFY, AMEND and CHANGE the Lease as follows:

I.

Subparagraph (d) of Paragraph 6. of the Lease is hereby deleted and eliminated in its entirety and the following new Subparagraph (d) is inserted in lieu thereof and in complete substitution therefor:

"(d) As used in this Lease, the term 'horizontal well' means a well that meets the definition of a 'horizontal drainhole well' under Statewide Rule 86 of the Railroad Commission of Texas, and a 'vertical well' is a well that is not a horizontal well. The land assigned to a well for the purposes of this section is referred to as a 'Retained Tract'. The size of a Retained Tract for a vertical well and/or a horizontal well shall not exceed the acreage amount in order to conform to any well spacing or density pattern that may be prescribed or permitted by any

governmental authority having jurisdiction including, without limitation, the additional acreage authorized for horizontal well spacing units set forth in said Statewide Rule 86 of the Railroad Commission of Texas."

II.

Paragraph 7. of the Lease is hereby deleted and eliminated in its entirety and the following new Paragraph 7. is inserted in lieu thereof and in complete substitution therefor:

**"7. Pooling.** Lessee shall have the right but not the obligation to pool all or any part of the Land or interest therein with any other lands or interests, as to any or all depths or zones, and as to any or all substances covered by this lease, either before or after the commencement of production, whenever Lessee deems it necessary or proper to do so in order to prudently develop or operate the Land, whether or not similar pooling authority exists with respect to such other lands or interests. The unit formed by such pooling for an oil well which is not a horizontal completion shall not exceed 40 acres plus a maximum acreage tolerance of 10%, and for a gas well or a horizontal completion shall not exceed 320 acres plus a maximum acreage tolerance of 10%, and plus, for a horizontal well, the additional acreage authorized for horizontal well spacing units set forth in Statewide Rule 86 of the Railroad Commission of Texas; provided that a larger unit may be formed for an oil well or gas well or horizontal completion to conform to any well spacing or density pattern that may be prescribed or permitted by any governmental authority having jurisdiction to do so. For the purpose of the foregoing, the terms 'oil well' and 'gas well' shall have the meanings prescribed by applicable law or the appropriate governmental authority, or, if no definition is so prescribed, 'oil well' means a well with an initial gas oil ratio of less than 100,000 cubic feet per barrel and 'gas well' means a well with an initial gas oil ratio of 100,000 cubic feet or more per barrel, based on a 24 hour production test conducted under normal producing conditions using standard lease separator facilities or equivalent testing equipment; and the term 'horizontal completion' means an oil well in which the horizontal component of the gross completion interval in the reservoir exceeds the vertical component thereof. In exercising its pooling rights hereunder, Lessee shall file of record a written declaration describing the unit and stating the effective date of pooling. Production, drilling or reworking operations anywhere on a unit which includes all or any part of the Land shall be treated as if it were production, drilling or reworking operations on the Land, except that the production on which Lessor's royalty is calculated shall be that proportion of the total unit production which the net acreage covered by this lease and included in the unit bears to the total gross acreage in the unit, but only to the extent such proportion of unit production is sold by Lessee. Pooling in one or more instances shall not exhaust Lessee's pooling rights hereunder, and Lessee shall have the recurring right but not the obligation to revise any unit formed hereunder by expansion or contraction or both, either before or after commencement of production, in order to conform to the well spacing or density pattern prescribed or permitted by the governmental authority having jurisdiction,

or to conform to any productive acreage determination made by such governmental authority. In making such a revision, Lessee shall file of record a written declaration describing the revised unit and stating the effective date of revision. To the extent any portion of the Land is included in or excluded from the unit by virtue of such revision, the proportion of unit production on which royalties are payable hereunder shall thereafter be adjusted accordingly. In the absence of production in paying quantities from a unit, or upon permanent cessation thereof, Lessee may terminate the unit by filing of record a written declaration describing the unit and stating the date of termination. Pooling hereunder shall not constitute a cross-conveyance of interests."

Except as herein amended, the Lease is hereby RATIFIED, ADOPTED, CONFIRMED and DECLARED to be valid, binding, subsisting and in full force and effect and Lessor does hereby GRANT, LEASE, LET and DEMISE the Land to Williams, its successors and assigns, subject to the terms and provisions of the Lease, as amended herein.

The terms and provisions of this instrument shall be binding upon and shall inure to the benefit of Lessor and Williams, their respective successors and assigns.

This instrument may be executed in any number of counterparts, no one of which need be executed by all parties, and shall be binding upon all parties who have executed such counterpart with the same force and effect as if all parties had signed the same document. For recording purposes, the original signature pages of the counterparts, duly signed and acknowledged, as required by the laws of the State of Texas, may be combined and consolidated as if all parties had signed one instrument and the instrument so consolidated shall be of full force and effect as to all signatory parties as if those parties signed the same instrument.

IN WITNESS WHEREOF, this instrument is executed by the undersigned on the respective dates set opposite their names below, but shall be effective as of June 1, 2009.

Date

7/7/09

Date

7/7/09

JAMES STEPHEN GEE

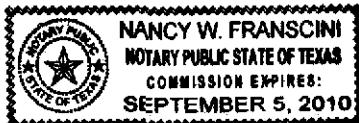
STACY LYNN GEE

STATE OF TEXAS

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COUNTY OF TARRANT

This instrument was acknowledged before me on this the 7<sup>th</sup> day of July, 2009,  
by JAMES STEPHEN GEE and wife, STACY LYNN GEE.



Nancy W. Franscini  
Notary Public in and for the State of Texas

WILLIAMS PRODUCTION –  
GULF COAST COMPANY, L.P.

By: Gerald Meeks

Gerald Meeks, Attorney-in-Fact  
[Print/Type Name, Title]

7-17-09  
Date

STATE OF OKLAHOMA

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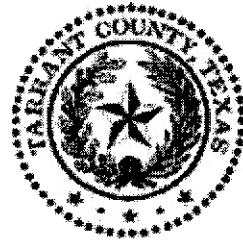
COUNTY OF TULSA

This instrument was acknowledged before me on this the 17<sup>th</sup> day of July,  
2009, by Gerald Meeks, as Attorney-in-Fact of WILLIAMS  
PRODUCTION – GULF COAST COMPANY, L.P., a Delaware Limited Partnership, on behalf  
of said partnership.



Susan A. Tyler  
Notary Public in and for the State of Oklahoma

AFTER RECORDING, return to:  
Thomas Development Corp.  
P.O. Box 1866  
Burleson, TX 76097



THOMAS DEVELOPMENT CORP  
PO BOX 1866

BURLESON TX 76097

Submitter: THOMAS DEVELOPMENT CORP

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SUZANNE HENDERSON  
TARRANT COUNTY CLERK  
TARRANT COUNTY COURTHOUSE  
100 WEST WEATHERFORD  
FORT WORTH, TX 76196-0401

**DO NOT DESTROY**  
**WARNING - THIS IS PART OF THE OFFICIAL RECORD.**

Filed For Registration: 07/23/2009 10:45 AM  
Instrument #: D209196679  
LSE 5 PGS \$28.00

By: \_\_\_\_\_



**D209196679**

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE  
OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR  
RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

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